

177763

ORIGINAL

ELLIOTT & ELLIOTT, P.A.
ATTORNEYS AT LAW
721 OLIVE STREET
COLUMBIA, SOUTH CAROLINA 29205
selliott@elliottlaw.us

SCOTT ELLIOTT

TELEPHONE (803) 771-0555
FACSIMILE (803) 771-8010

February 2, 2006

VIA HAND DELIVERY

Charles L. A. Terreni, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

RE: Investigation of K&K Investments, Inc d/b/a Apartment Movers, Etc.
and America's Best Moving System

DOCKET NO. 2005-22-T

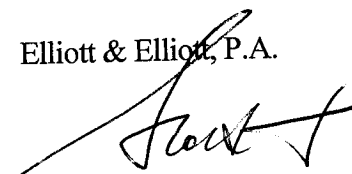
RECEIVED
206 FEB -2 PM 4:00
SC PUBLIC SERVICE
COMMISSION

Dear Mr. Terreni:

Enclosed please find late filed hearing Exhibit #6 in connection with the above matter. The Commission requested any documents evidencing any instructions or counsel she may have been given by regulatory authorities as she referenced in her testimony at the proceeding. Please note by carbon copy we are serving all copies of record.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/mlw
Enclosures

c: All parties of record w/enc.

Request for Investigation of K&K Investments,
Incorporated d/b/a Apartment Movers, Etc. And
America's Best Moving System by the Office of
Regulatory Staff

Docket No. 2005-22-T

HEARING
EXHIBIT 6

G. DUKES SCOTT
EXECUTIVE DIRECTOR

P.O. Box 11263
Columbia, S.C. 29211



Phone: (803) 737-0800
Fax: (803) 737-0801

DAN F. ARNETT
CHIEF OF STAFF

RECEIVED AUG 11 2005

August 2, 2005

Mrs. Kim Swanson
K&K Investments, Inc.
dba Apartment Movers, Etc/America's Best Moving System
Post Office Box 1065
Mauldin, SC 29662

Re: Response to letter dated July 5, 2005

Dear Kim,

In reference to your letter dated July 5, 2005, I have reviewed the sample bills of lading which you provided on July 7th and July 21st. I am in the process of evaluating these documents for compliance and will advise you of our conclusions as soon as possible.

With regards to your questions I would like to respond to them as numbered in your June 5th letter.

Question number 1: What is a regulated move?

Answer: For the purpose of gross receipts revenue reporting, a regulated move is any move fitting the definition of a household goods move originating and terminating within the State of South Carolina **EXCEPT** those moves that originate and terminate within a given municipality. Therefore you are allowed to **omit** revenues collected for moves that originate **AND** terminate within a (one) municipality. However, you cannot omit revenues from a Bill of Lading from Gross Receipts reporting simply because it originates in a certain County and terminates in that same County. The move must actually originate and terminate within a municipality.

For certificate (registration) purposes, there are **NO** exempt zones for moves conducted within the State of South Carolina. Moves originating and terminating within a municipality **ARE** regulated moves. The carrier must have either a Certificate of FWA or a Certificate of PC&N to conduct such a move. Also, you are **NOT** required to charge your approved rates on file for a municipality move. You can charge any rate or price as long as the move originated and terminated within a (one) municipality.

RECEIVED
2006 FEB -2 PM 4:00
SO. CAROLINA SERVICE
COMMISSION

RECEIVED

JUL 08 2005

ORS
T,T,W,W/W

07-05-05

Dear George Parker,

I have enclosed the Bill of lading and Declaration of value sheet, for each of the Apartment Movers etc. Franchised locations in South Carolina. You told me to wait to send out the new Bill of Lading to the franchisees until we could sit down and discuss things, it has been many months now and they are still not in SC compliance. Our new attorney Scott Elliott suggested I send out the new software to all the franchisees to make them in compliance as best I know of compliance at this time.

I would like to request once again that you send me in writing answers to my questions.

1. What is considered a Regulated move, what is not regulated?
2. Why is it that you said the franchisees can not have their own hourly rates amended to the Apartment Movers etc. tariff? (After approval of course)
3. Why is it that you said to Robert Meyer, his employees and the DOT officer with you they could not do guaranteed price quotes? We have moved thousands of guaranteed quotes in the last ten years. Our tariff has always been based on guaranteed price quotes. That very same officer stopped one of Robert Meyer's trucks the other day for no reason and requested only their Bill of Lading. He gave them a warning that their Bill of Lading was not in Compliance because they were not allowed to do guaranteed priced moves and of course, they did not have a Bill of lading in compliance with name and number; because you said not to update them at this time. Most movers employ someone that goes out and gives guaranteed price quotes. Most movers change and add additional weight and condition costs to their customers, which could be why movers are so disliked the consumer feels deceived. But never the less they do give guaranteed quotes. Please clarify in writing why you said they could not do guaranteed priced moves.

Sincerely,



Kim Swanson President
KS Investments Inc.

CC: Scott Elliott



864-2541-

6124
90

News on Wheels



A Quarterly Newsletter for Regulated Motor Carriers
Volume One: Summer 2005

News You Can Steer By

Passenger Carriers

- The decal process has been automated reflecting a new look in your permit cards, decals, and decal renewal applications. Renewal applications will include your last period vehicle information. If the information is incorrect, please strike through it and replace with the correct information (including fees). If you no longer own the particular vehicle, discard the decal application. Blank forms are available upon request by calling (803) 737-0800.
- Decals are now issued by an outside source, which means that decals must be distributed by mail. You should allow approximately 2 weeks for processing and issuing a decal.
- The decal application form for the first half of each year will include a section for your maximum rates that you charge your customers, plus a section for your annual report information. You **WILL NOT** be issued a decal unless both sections are completed. Decal application forms for the second half of each year will not include these two sections.

Household Goods and Hazardous Waste Carriers

- Inspectors are now required to perform complaint/compliance audits of the carriers in their areas of responsibility. A compliance audit consists of reviewing bills of lading to ensure, for example, that required information is included, that correct rates are being charged, that shipments are conducted within the carrier's scope of authority, and that the carrier has a current annual report and gross receipts form on file.
- What is a South Carolina regulated move?

For the purpose of Gross Receipts revenue reporting, it is any move fitting the definition of a household goods move originating and terminating within the State of South Carolina, **EXCEPT** those moves that originate and terminate within a given municipality.

For certificate purposes, there are **NO** exempt zones for moves conducted within the State of South Carolina. Moves originating and terminating within a municipality **ARE** regulated moves.

A copy of the Transportation rules and regulations can be obtained on the Office of Regulatory web site at www.regulatorystaff.sc.gov.

Important Dates: Annual reports are due on or before April 1st. Gross receipts forms are due on or before August 31st.

The ORS represents the public interest of South Carolina in utility regulation for the major utility industries: transportation and railroad safety, electric, natural gas and pipeline safety, telecommunications, and water/wastewater. Via this newsletter, the ORS Transportation Department strives to provide you, as a regulated motor carrier, with news that may be useful or of interest to you in meeting your regulatory requirements.

Do you know who your ORS inspector is?

In terms of Transportation regulation, the ORS divides the state by counties into three areas, each of which is assigned an inspector.

Area I: Jerry Hallman -- Aiken, Lexington, Barnwell, Orangeburg, Calhoun, Allendale, Bamberg, Hampton, Colleton, Dorchester, Berkeley, Jasper, Beaufort, Charleston

Area II: Jon Teeter -- Richland, Kershaw, Chesterfield, Sumter, Lee, Darlington, Marlboro, Clarendon, Florence, Marion, Dillon, Williamsburg, Georgetown, Horry

Area III: Patty Vowell -- Oconee, Pickens, Greenville, Anderson, Spartanburg, Abbeville, Laurens, Union, Okeechobee, McCormick, Greenwood, Newberry, Fairfield, Chester, York, Lancaster, Edgefield, Saluda

Over the past few months, these inspectors have been visiting regulated carriers in their areas. If you have not already met your inspector, he or she will be coming by in the near future to meet you.

ORS Transportation Team

In addition to the field inspectors, the following are members of the Transportation team. They can be reached at (803) 737-0800.

Katie Morgan: Director of Transportation, Telecommunications, Water Waste-Water Department
George Parker: Program Manager for Transportation
Dawn Hipp: Program Specialist
Jeanne Gordon: Program Assistant

This newsletter is published and distributed by the Transportation Department of the S.C. Office of Regulatory Staff (ORS). The items contained herein are provided for general information purposes only. This newsletter is not intended to create, and does not create, an attorney-client relationship between the reader and the Office of Regulatory Staff. This information is not and should not be considered legal advice or substitution for legal counsel. Readers should not rely solely on this information, but should make their own inquiries and seek professional legal advice before making any decisions. The Office of Regulatory Staff works to maintain up-to-date information; however, no responsibility is accepted for any errors or omissions or results of any actions based upon this information. If you have any questions regarding any of these items, contact the Office of Regulatory Staff at 803-737-0800.

State of South Carolina
Office of Regulatory Staff
PO Box 11263
Columbia, S.C. 29211

0319
1252
1-1998
Trega LLC
APARTMENT MOVERS ETC.
7349 Peppermill Pkwy.
N. Charleston, SC 29418



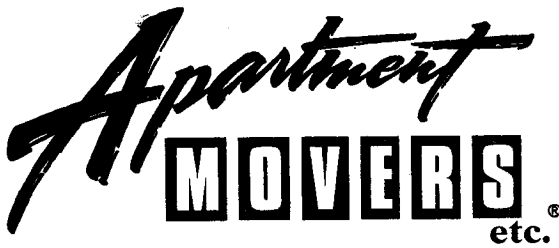
07-20-05

Dear George Parker,

Please accept these updated Bill of Lading and optional additional valuation coverage sheet. I have enclosed updates for all South Carolina Apartment Movers etc. franchise locations. A few changes were made to meet Federal requirements. I apologize for any inconvenience this may cause you.

Sincerely,

Kim Swanson President
KS Investments Inc.



RECEIVED JUL 2 2005

Homes • Apartments • Offices • Etc.

07-09-05

Dear George Parker,

We are very behind on our auditing and accounting of our paper work. I was told you would make copies and return the original paper work when I was audited. I have a copier at the shop but for some reason the originals were taken. I requested that you return the originals or a copy over a month ago and I still have not received them. When can I expect to receive all the paper work, so I can finish auditing our paper work?

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Swanson", with a long, sweeping underline.

Ken Swanson
President K&K Investments Inc.

CC: Scott Elliott

Guaranteed Lowest Move Price's

P.O. Box 1065 • Mauldin, SC 29662

Phone: (864) 231-7772 • (800) 847-2861 • apartmentmovers@earthlink.net

07-05-05

Dear George Parker,

I have enclosed the Bill of lading and Declaration of value sheet; for each of the Apartment Movers etc. Franchised locations in South Carolina. You told me to wait to send out the new Bill of Lading to the franchisees until we could sit down and discuss things, it has been many months now and they are still not in SC compliance. Our new attorney Scott Elliott suggested I send out the new software to all the franchisees to make them in compliance as best I know of compliance at this time.

I would like to request once again that you send me in writing answers to my questions.

1. What is considered a Regulated move, what is not regulated?
2. Why is it that you said the franchisees can not have their own hourly rates amended to the Apartment Movers etc. tariff? (After approval of course)
3. Why is it that you said to Robert Meyer, his employees and the DOT officer with you they could not do guaranteed price quotes? We have moved thousands of guaranteed quotes in the last ten years. Our tariff has always been based on guaranteed price quotes. That very same officer stopped one of Robert Meyer's trucks the other day for no reason and requested only their Bill of Lading. He gave them a warning that their Bill of Lading was not in Compliance because they were not allowed to do guaranteed priced moves and of course, they did not have a Bill of lading in compliance with name and number; because you said not to update them at this time. Most movers employ someone that goes out and gives guaranteed price quotes. Most movers change and add additional weight and condition costs to their customers, which could be why movers are so disliked the consumer feels deceived. But never the less they do give guaranteed quotes. Please clarify in writing why you said they could not do guaranteed priced moves.

Sincerely,

Kim Swanson President
KS Investments Inc.

CC: Scott Elliott

C. DUKES SCOTT
EXECUTIVE DIRECTOR

P.O. Box 11263
Columbia, S.C. 29211



Phone: (803) 737-0800
Fax: (803) 737-0801

DAN E. ARNETT
CHIEF OF STAFF

KATIE C. MORGAN
DIRECTOR
TELECOMMUNICATIONS, TRANSPORTATION, WATER/WASTEWATER

May 12, 2005

K & K Investments, Inc.
dba Apartment Movers Etc./America's Best Moving System
P.O. Box 1065
Mauldin, SC 29662

In Re: Compliance Audit

Dear Sir/Madam:

Please find attached a report of the recent audit of K & K Investments, Inc. dba Apartment Movers Etc./America's Best Moving System. Any infractions discovered during the audit will be listed under the appropriate section in the report. It is important that you take the necessary steps to correct these infractions in order to avoid enforcement action in future audits.

If you have any questions regarding the Rules And Regulations Pertaining To Motor Carriers, please refer to the ORS website (www.regulatorystaff.sc.gov) or contact our office @ (803) 737-0800.

Very Truly Yours,

L. George Parker Jr.
Manager, Transportation Department

AUDIT REPORT FORM

DATE AUDIT PERFORMED: 4/20/2005 DATE OF REPORT: 4/25/2005 COUNTY: Greenville

AUDIT TYPE: COMPLAINT ***** COMPLIANCE

CARRIER NAME: K & K Investments DBA Apartment Movers

IF COMPLAINT AUDIT, STATE NATURE OF COMPLAINT:
Investigation per PSC

LIST INFRACTIONS DISCOVERED ON AUDIT IN NUMERICAL ORDER. INCLUDE BOL #.
COMPLETE SEPARATE REPORT FOR EACH BOL AUDITED.

Bill of ladings not numbered consecutively
PSC certificate number not on bill of ladings.
Bill of ladings checked from January - April 2005. Discrepancies in charges revealed that a fuel surcharge had been added and company not authorized to charge fuel surcharge. Bill of ladings signed for and taken to transportation manager for further investigation.

CITATION NUMBER: VIOLATION:

AUDIT CHECK LIST:

- * Carrier has approved tariff on file with ORS
- * Correct name(as it appears on certificate) on BOL
- * PSC/ORS Certificate # on BOL
- * BOL's numbered consecutively
- * Signed Valuation clause on BOL
- * Correct rates and charges according to the tariff on file
- * Correct Fuel surcharge (if approved in tariff) has been charged for the date of shipment.
- * Shipment conducted within carrier's scope of authority
- * Carrier has current Annual Report on file (verify prior to performing audit)
- * Carrier has filed current Gross Receipts form (verify prior to performing audit)

BOND AMOUNT REQUESTED:

From: George Parker
To: apartmentmovers@earthlink.net
Date: 4/28/2005 7:40:00 AM
Subject: Re: personal confidential

Kim, I appreciate your letter and will try to cover everything that I can in my response. First off, I do not think there is friction between us. If I have led you to believe that then I apologize. However, regarding the audit of your competitor, I am very concerned about that. I think it is time that ORS send out something to all certified movers clearing up what a SC regulated move is. There seems to be way too much confusion about that among carriers. I will discuss this with my Boss (Katie Morgan) to see if we can do that. For now, just know that there are no exempt zones, Commercial/offices moves are not regulated. We will send out a more detailed letter a little later.

As for the franchise bills of lading.....we need the exact name that appears on each franchisee's certificate to appear on the top or the BOL. We need each franchisee's PSC/ORS certificate number on the BOL. Each franchise needs to have its own sequence of bill of lading numbers. We would prefer they be pre-printed./pre-numbered.

Your insurance clause is fine, however it must be executed/signed by the shipper to show that the shipper knows their insurance rights. This also protects you, the carrier.

Kim, please remember, no matter how your quote/pricing system works, the bills of lading HAVE to reflect ONLY what is in your tariff on file with us.

For this reason I think we should meet to discuss these things before you proceed disbursing any BOLs to your franchisees. I will arrange a meeting with you, a representative of each of your franchisees, and our legal dept to discuss all of this.

We also need to discuss name changes. Our legal department feels that each of your franchises must apply to the commission to amend each of their certificates to reflect "America's Best Moving System" at the end of their names. ONLY K&K has been approved at this time. This is something we need to discuss too.

I hope I have covered everything in your letter. If not, let me know. I will be glad to discuss any compliance issues with you. Again, feel free to give NC my name and number.

thanks

George

>>> "kim swanson" <apartmentmovers@earthlink.net> 4/27/2005 4:49:10 PM

>>>

see attachment letter

kim swanson

apartmentmovers@earthlink.net

Why Wait? Move to EarthLink.

From: George Parker
To: apartmentmovers@earthlink.net
Date: 4/27/2005 1:59:41 PM
Subject: Re: personal confidential

Kim, i just received your letter. I'm about to leave, but i will be sure to respond to it first thing in the morning..

Thanks
George

Yes, i will be glad to relay any information to NC. To my knowledge we do not have any complaints about your service or pricing systems. Just give them my number. 737-0984

>>> "kim swanson" <apartmentmovers@earthlink.net> 4/27/2005 4:49:10 PM
>>>
see attachment letter

kim swanson
apartmentmovers@earthlink.net
Why Wait? Move to EarthLink.

04-27-05

Dear George,

It seems that in recent months there has been friction between us. I have always liked you and I have always intended to act respectfully and cooperatively. Always attempting to do what was advised by you over the years. If I have done anything to offend you I am truly sorry and I can assure you it was unintended. I don't believe it helps anyone for us not to get a long and work together. I also believe that we both have the same interests in mind; ensuring the public is provided a safe and fair priced moving service. I would like for us to work together to help get all the franchisees to ensure they are acting according to any and all laws and regulations. Please let me know what needs to be done.

Last year I informed you that the Movers association people said that Residential moves within the same municipality, same city to the same city were not regulated and that they said we did not have to pay the assessment tax on those moves. You told me they were wrong, that they are regulated and we do have to include those moves, which we did. I called and left a message for you yesterday, because it has come up once again. This past Monday there was an audit completed on one of our major competitors. I do not know who the auditor was. I heard that the auditor did not look at any move records except the ones they said were regulated. The auditor said that only residential moves from one city to another city within South Carolina were the only moves that are regulated. Because movers talk to one another I am sure others will believe that information to be true. This may affect the yearly reports due by May 15. When the auditor was in Greenville she said that storage units were regulated. Ken said that we understood that permanent storage units were not regulated. She said she would get back to him, we have not heard back from her. We are all trying to get the 2004 reports in by May 15. I would greatly appreciate it if you could send me something in writing that states exactly what is regulated and what is not so that the figures will be correct on the 2004 report?

Also, I sent you yesterday 04-26 the requested K& K tariff and Bill of Lading forms. Please let me know if you also want me to supply you with the new Bill of Lading forms for the other franchised locations? As soon as I hear from you that they are acceptable I will send out updated disks to the franchisees, so they will be in compliance. After reading the regulations, I see where the Bill of lading has always been incomplete. We were audited five times by Maria Walker in the last ten years and none of those compliance items were ever mentioned. You know that I would have seen that the changes were made, if I would have known.

I hope that we can go forward with another cooperative ten years working together. In that regard we are in need of some special assistance. I would like to ask a favor from you. We are trying to get our franchise HH Goods Moving forms approved to use in North Carolina. The NC auditor has requested a name of someone at the PSC in South Carolina with whom she can call and talk. We really could use a good word about how well we have serviced the South Carolina consumers over the past ten years. Presently NC wants everyone to use their tariff and their forms. We really wish to use our franchise HH Goods moving system tariff and forms, which we have found work best at serving the small residential HH Goods consumer properly. Having a good word from you would go along way. Please let me know as soon as possible if I can count on your assistance, so that I may provide her with your name and number?

Sincerely,

Kim Swanson



Homes • Apartments • Offices • Etc.

RECEIVED

MAY 06 2005

ORS
T,T,W,W/W

4/26/05

George,

Is there anything else that
needs to be done? When can
I expect the rate increase to
take effect?

Please Call

Ken Swanson

864 906-8881 (Personal Cell #)

#103-159 Item # 11 (Completed upper Right Corner)
Contents now Completed.

Guaranteed Lowest Move Price's

P.O. Box 1065 • Mauldin, SC 29662

Phone: (864) 231-7772 • (800) 847-2861 • apartmentmovers@earthlink.net

COMMISSION DIRECTIVE

(5)

2/05

ADMINISTRATIVE MATTERS _____

DATE FEBRUARY 23, 2005

MOTOR CARRIER MATTERS XXX

DOCKET NO. 2004-240-T

UTILITIES MATTERS _____

ORDER NO. _____

SUBJECT: Docket No. 2004-240-T - Application of K & K Investments, Inc. DBA APARTMENT MOVERS, ETC., Post Office Box 1065, Mauldin, SC 29662 (District 4) for the following rate increase:

Truck and Two Men \$79/hour
Truck and Three Men.....\$99/hour

COMMISSION ACTION:

Commissioner Fleming moves that the Commission carry over the petition until the investigation being carried out by ORS is complete and has been reviewed and ruled on by the Commission.

PRESIDING Mitchell

CLYBURN yes

FLEMING M

HAMILTON yes

HOWARD yes

MITCHELL yes

MOSELEY yes

WRIGHT yes

REGULAR SESSION X

SPECIAL SESSION _____

TIME OF SESSION 2:30 P.M.

*Ken - I think
everything looks
OK. We are now
waiting on a
Ruling from the
Commission.*

[Signature]

APPROVED _____

APPROVED STC 30 DAYS _____

ACCEPTED FOR FILING _____

DENIED _____

AMENDED _____

TRANSFERRED _____

SUSPENDED _____

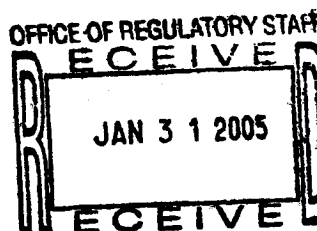
CANCELED _____

SET FOR HEARING _____

ADVISED _____

CARRIED OVER X

RECORDED BY jbs



2004-
240-T

Homes • Apartments • Offices • Etc.

01-25-05

Dear Janice Schmieding,

Per your letter dated 01-18-05 Docket NO. 2003-166T Order NO. 2005-12. Enclosed are the Insurance forms E and H. Kim has put together a detailed explanation of the Franchised System (Tariff and Rates) in hopes that this will clarify questions that new counsel members may have about Apartment Movers etc. operating system. Apartment Movers etc. have not changed their quote system in nearly 10 years. The ten dollar hourly rate price increase is the only change. The price increase was published September 11, 2004 Docket 2004-240T. Maria Walker also audited K & K investments Inc. in September. K & K Investments Inc. was audited by the DOT and was given a satisfactory rating in May 2004. I believe everything is in order and hope to have both dockets completed soon. If you have questions you may call my cell phone 864-906-8881.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ken Swanson".

Ken Swanson

Guaranteed Lowest Move Price's

P.O. Box 1065 • Mauldin, SC 29662

Phone: (864) 231-7772 • (800) 847-2861 • apartmentmovers@earthlink.net

RULE 23

HOURLY RATES

2 MEN LABOR AND TRUCK PER HOUR	\$ 79.00
2 MEN LABOR ONLY	\$ 69.00
3 MEN LABOR AND TRUCK PER HOUR	\$ 99.00
3 MEN LABOR ONLY	\$ 89.00
EACH ADDITIONAL MAN PER HOUR	\$ 35.00

*** PRICE WITH TRUCK INCLUDES BLANKETS AND MOVING EQUIPMENT**

LOAD - UNLOAD / PACKING - UNPACKING SERVICES

PROVIDED FOR AT AN HOURLY LABOR RATE ONLY. ACTUAL TIME INCLUDING TRAVEL TIME.

PIANO OR ORGAN CARRY CHARGES

RATE APPLIES TO LOCAL MOVES WITHIN 60 MILE ROUND TRIP RADIUS OF SITES, TRAVEL TIME WILL BE CHARGED ON HOUR LABOR RATE BASIS WHEN OUT OF AREA. TIME WILL BE CALCULATED ROUND TRIP TIME OVER (1) ONE HOUR INCLUDED. CARRIER WILL NOT CARRY PIPE ORGANS, GRAND PIANOS, AND ALL OTHER PIANOS IN AN EXCESS OF 38 INCHES IN HEIGHT. NO GRAND PIANOS GROUND FLOOR NOT TO EXCEED 3 STAIRS:

BABY GRAND PIANOS & LARGE UPRIGHT PIANOS	\$200.00
SMALL UPRIGHT PIANOS	\$150.00

FLIGHT CARRY CHARGES
(4 OR MORE STEPS) ADDITIONAL
\$50.00 PER FLIGHT

OVER TIME APPLIES WHEN SERVICES ARE REQUESTED AFTER 5PM MONDAY THROUGH SATURDAY AND SUNDAY. THE HOURLY RATE WILL INCREASE BY 50% (TIME PLUS TIME AND ONE HALF). GAUARANTEED PRICING WILL NOT INCREASE IF MOVE TAKES PLACE AFTER 5PM BECAUSE OF CARRIER SCHEDULING.

(5)

COMMISSION DIRECTIVE

ADMINISTRATIVE MATTERS _____ DATE FEBRUARY 23, 2005
MOTOR CARRIER MATTERS XXX DOCKET NO. 2004-240-T
UTILITIES MATTERS _____ ORDER NO. _____

SUBJECT: Docket No. 2004-240-T - Application of K & K Investments, Inc. DBA APARTMENT MOVERS, ETC., Post Office Box 1065, Mauldin, SC 29662 (District 4) for the following rate increase:

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Truck and Three Men.....\$99/hour

COMMISSION ACTION:

Commissioner Fleming moves that the Commission carry over the petition until the investigation being carried out by ORS is complete and has been reviewed and ruled on by the Commission.

PRESIDING <u>Mitchell</u>	APPROVED _____
CLYBURN <u>yes</u>	APPROVED STC 30 DAYS _____
FLEMING <u>M</u>	ACCEPTED FOR FILING _____
HAMILTON <u>yes</u>	DENIED _____
HOWARD <u>yes</u>	AMENDED _____
MITCHELL <u>yes</u>	TRANSFERRED _____
MOSELEY <u>yes</u>	SUSPENDED _____
WRIGHT <u>yes</u>	CANCELED _____
REGULAR SESSION <u>X</u>	SET FOR HEARING _____
SPECIAL SESSION _____	ADVISED _____
TIME OF SESSION <u>2:30 P.M.</u>	CARRIED OVER <u>X</u>
	RECORDED BY <u>jbs</u>

PUBLIC SERVICE
COMMISSION OF
SOUTH CAROLINA**Fax**

To: <u>Ken Awanan</u>	From: <u>Greg Parker</u>
Fax:	Page:
Phone:	Date:
Re:	CC:
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

Ken, the attached letter regarding Big Fair
could be considered a moot issue since they
have been issued their Certificate. You ~~can~~
can retract the letter in writing if you decide to.
As for the Joffe letter, if they do apply
for their own Certificate instead of a transfer,
the same would apply for that case.

Greg Parker



The Public Service Commission State of South Carolina

George N. Dorn, Jr.
Interim Executive Director
Phone: (803) 896-5133
Fax: (803) 896-5246

COMMISSIONERS
Randy Mitchell, Third District

Chairman

G. O'Neal Hamilton, Fifth District

Vice Chairman

John E. "Butch" Howard, First District

David A. Wright, Second District

Elizabeth B. "Lib" Fleming, Fourth District

Mignon L. Clyburn, Sixth District

C. Robert Moseley, At-Large

Transportation Department

L. George Parker, Manager

Phone: (803) 896-5191

Fax: (803) 896-5129

September 30, 2004

Mr. Ken Swanson, President
K & K Investments, Inc. DBA
APARTMENT MOVERS, ETC.
P O Box 1065
Mauldin, SC 29662

Dear Mr. Swanson:

In reference to your letter dated September 27, 2004, I will be able to do the audit on Monday, October 4th or Wednesday, October 5th, 2004. Please call and let me know which day is more convenient for you.

To facilitate this audit, please have all 2003 and 2004 financial documents in one location. In addition to the items requested on our letter dated September 22, 2004, this will include check register, employee records, etc.

Once again, should you have any questions, I can be reached at 803-896-5208 or 803-240-6326.

Sincerely,

Maria Walker
Program Manager/
Auditor IV

L. George Parker, Manager
Transportation Department



Homes • Apartments • Offices • Etc.

Urgent

09-27-04

Re: K & K Investments Audit

Dear Maria Walker,

I am just now in receipt of your letter requesting to audit tomorrow. I have been in Myrtle Beach training our employees, when I picked up the mail today I did not see the certified slip until it was too late. I was planning on picking up the mail again on Wednesday or Thursday depending on the weather.

I can not meet with you tomorrow we have rescheduled everything because of the bad weather predicted for our area on Tuesday and Wednesday.

Our accountant needs time to get us the financial statements; I have requested the items you asked for. Business Services is located in Summerville SC and Mr. Biggar will be at a tax seminar this week in Columbia. The very earliest he can get the Financials to me would be next week Monday or Tuesday.

I sent you our Tariff addressed to "Docket" last week.

Early January we had a Break in and most all our records were taken. We believe it was an inside job and meant to harm us. They took almost 10 thousand dollars in equipment all of our back up disks anything they thought would harm us.

I am sorry for your inconvenience but we will need to schedule the audit sometime next week. Please let me know what a good day is for you.

Sincerely,

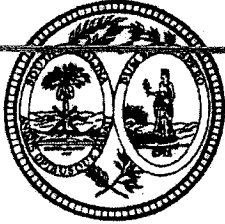
A handwritten signature in cursive script, appearing to read "Ken Swanson".

Ken Swanson

Guaranteed Lowest Move Price's

P.O. Box 1065 • Mauldin, SC 29662

Phone: (864) 231-7772 • (800) 847-2861 • apartmentmovers@earthlink.net



George N. Dorn, Jr.
Interim Executive Director
Phone: (803) 896-5133
Fax: (803) 896-5246.

The Public Service Commission State of South Carolina

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Transportation Department
L. George Parker, Manager
Phone: (803) 896-5133
Fax: (803) 896-5133

September 22, 2004

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Kenneth Swanson
K & K Investments, Inc. DBA
APARTMENT MOVERS, ETC.
P. O. Box 1065
Mauldin, SC 29662

Dear Mr. Swanson:

Pursuant to Subarticle 10, Section 103-233 of the Rules and Regulations Pertaining to Motor Carriers and a request by the Public Service Commission of South Carolina, an audit of your company has been scheduled for **Tuesday, September 28, 2004 at 10:30 am.**

Please have the following items available:

- (1) 2003 General Ledger
- (2) 2003 financial statements (i.e. balance sheet, income statement) inclusive of year-end adjustments
- (3) All intrastate and local bills of lading for 2003 and 2004
- (4) All lease and franchise agreements
- (5) Copy of your current rates/tariffs

If you have any questions, I can be reached at 803-896-5208 or 803-240-6326.

Sincerely,

Maria Walker
Program Manager/
Auditor IV

FROM : APARTMENT MOVERS ETC

FAX NO. : 8437671440

Mar. 24 2004 02:39AM P1

APARTMENT MOVERS ETC.

7349 PEPPERMILL PKWY
SUITE #E
N. CHARLESTON, SC 29418
843-767-1664
FAX 843-767-1440

FACSIMILE TRANSMITTAL SHEET

TO:	Terry Harvey	FROM:	Trey Ingram
COMPANY:	FMCSA	DATE:	3-24-04
FAX NUMBER:	803 359-4716	TOTAL NO. OF PAGES INCLUDING COVER:	3
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:		YOUR REFERENCE NUMBER:	
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY			
NOTES/COMMENTS:			

March 2004

Mr. Harvey

Sent new lease

Via fax to Mr. Parker

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

OMB No. 2125-0074

Issued to Treaga LLC DBA Apartment Movers ETC. of N. Charleston, SC.
Dated at St. Louis this 24th day of March 2004
Amending Policy No. TRV3799801 Effective Date August 14, 2003

Name of Insurance Company Vanliner Insurance Company
Telephone Number (800) 325-5619 Countersigned by Chad P. Paul
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:
☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 750,000 for each accident.
☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident
in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.
Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 15 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

DRIVER INSTRUCTIONS

PROPERLY COMPLETED TRIP RECORDS WILL AVOID FINES AND ASSESSMENTS AGAINST YOUR COMPANY.

IF YOUR VEHICLE BREAKS DOWN AND YOU GET A SUBSTITUTE VEHICLE, PREPARE A SEPARATE TRIP REPORT TO COVER THE DISTANCE TRAVELED AND FUEL PURCHASED BY THE SUBSTITUTE VEHICLE.

PREPARE A SEPARATE TRIP RECORD FOR EACH VEHICLE USED.

ALL FUEL RECORDS MUST IDENTIFY:

- (1) COMPANY NAME
- (2) DATE
- (3) STATE
- (4) UNL
- (5) INVOICE NO.
- (6) GALLONS
- (7) PRICE PER GALLON
- (8) TOTAL PRICE
- (9) DRIVER/OPERATOR SIGNATURE
- (10) ADDITIONAL INFORMATION

STATE/PROVINCIAL LAWS REQUIRE THE OPERATOR TO KEEP A RECORD OF MILES/KILOMETERS DRIVEN, AND THE FUEL PURCHASED BY JURISDICTION YOU ARE THE ONLY PERSON WHO CAN PROVIDE THIS INFORMATION.

ATTACH ALL
ORIGINAL RECEIPTS
FUEL AND TOLL
ATTACH ALL
ORIGINAL TRIP PERMITS

SPECIAL ATTENTION SHOULD BE GIVEN TO THE FOLLOWING STATE LISTING.

THESE STATES WILL NOT ISSUE CREDIT FOR TOLLS UNLESS TOLL RECEIPTS CAN BE PRODUCED.
(NOTE: EACH STATES' POLICY IS SUBJECT TO CHANGE. CONTACT THE STATES FOR MOST CURRENT INFORMATION.)

NY - NO ORIGINAL RECEIPT
MA - NO ORIGINAL RECEIPT

- 1.) Vehicle
- 2.) Company
- 3.) Rental Agreement No.
- 4.) Customer No.
- 5.) Lessee Name
- 6.) Driver Name
- 7.) Trailer No.
- 8.) Fleet No.
- 9.) Fuel Type
- 10.) Beginning & Ending Trip Dates
- 11.) Origin
- 12.) Destination(s)
- 13.) Dates of Trip
- 14.) State(s) or Province(s)
- 15.) Highways Used
- 16.) Odometer Readings

VEHICLE INFORMATION		COMPANY INFORMATION		TRIP INFORMATION	
1. Vehicle	2. Company	3. Rental Agreement No.	4. Customer No.	5. Lessee Name	6. Driver Name
1. Vehicle	2. Company	3. Rental Agreement No.	4. Customer No.	5. Lessee Name	6. Driver Name
7. Trailer No.	8. Fleet No.	9. Fuel Type	10. Beginning & Ending Trip Dates	11. Origin	12. Destination(s)
13. Dates of Trip	14. State(s) or Province(s)	15. Highways Used	16. Odometer Readings	17. Miles/Kilometers	18. Fuel Purchased - Gallons/Liters & Vendor (When fuel is purchased, enter each purchase separately and show the number of gallons/liters on the same line as the state/province in which the purchase was made in the column marked "GALLONS/LITERS".) When bulk fuel is used, indicate "BULK" in the vendor column under fuel purchases and attach all bulk receipts.

- 17.) Miles/Kilometers
- 18.) Fuel Purchased - Gallons/Liters & Vendor (When fuel is purchased, enter each purchase separately and show the number of gallons/liters on the same line as the state/province in which the purchase was made in the column marked "GALLONS/LITERS".) When bulk fuel is used, indicate "BULK" in the vendor column under fuel purchases and attach all bulk receipts.
- 19.) Your Full Legal Signature & Date

RENTAL/LEASE VEHICLE MILEAGE REPORT

Rental Agreement No. _____

Customer No. _____

VEHICLE NO. _____

COMPANY NAME _____

ADDRESS _____

State laws require the operator to keep records by state of the following information:

1. Date (starting and ending)
2. Trip origin and destination
3. Detailed route of travel
4. Total trip miles/kilometers
5. Mileage by jurisdiction
6. Vehicle I.D. No. or Unit No.
7. Staple all original fuel and toll receipts
8. Listing of fuel purchased
9. Driver signature and date

If fuel receipts are not submitted, you will be assessed _____ \$ per mile/km traveled.

Lessee Name: _____

Driver Name: _____

Trailer No. 1: _____

Fleet No.: _____

Beginning Trip Date: _____

Ending Trip Date: _____

Vehicle Type:

☒ Truck

☐ Gas

☐ L.P.G.

City: _____

State: _____

Zip: _____

Date _____ State _____ or _____ Province _____ Highways _____ Used _____ Miles/Kilometers _____

Fuel Purchases

Gallons

Vendor

Gallons

Vendor

STAPLE
ALL
ORIGINAL
FUEL
&
TOLL
RECEIPTS
HERE

- AL ALABAMA
AK ALASKA
AZ ARIZONA
AR ARKANSAS
CA CALIFORNIA
CO COLORADO
CT CONNECTICUT
DE DELAWARE
DC DISTRICT OF COLUMBIA
FL FLORIDA
GA GEORGIA
HI HAWAII
IL ILLINOIS
IN INDIANA
IA IOWA
KS KANSAS
KY KENTUCKY
LA LOUISIANA
ME MAINE
MD MARYLAND
MA MASSACHUSETTS
MI MICHIGAN
MN MINNESOTA
MO MISSOURI
MS MISSISSIPPI
MT MONTANA
NE NEBRASKA
NH NEW HAMPSHIRE
NJ NEW JERSEY
NM NEW MEXICO
NY NEW YORK
NC NORTH CAROLINA
ND NORTH DAKOTA
OH OHIO
OK OKLAHOMA
OR OREGON
PA PENNSYLVANIA
RI RHODE ISLAND
SC SOUTH CAROLINA
SD SOUTH DAKOTA
TN TENNESSEE
TX TEXAS
UT UTAH
VT VERMONT
VA VIRGINIA
WA WASHINGTON
WV WEST VIRGINIA
WI WISCONSIN
WY WYOMING
AK ALASKA
AB ALBERTA
BC BRITISH COLUMBIA
MB MANITOBA
NB NEW BRUNSWICK
NF NEWFOUNDLAND
NT NORTHWEST TERRITORIES
NS NOVA SCOTIA
ON ONTARIO
PE PELOTON
PR PUERTO RICO
QC QUEBEC
SK SASKATCHEWAN
YT YUKON

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PO Box 288, Napa, CA 94558-0288
TOLL FREE 1-800-327-0008

I, the undersigned, have recorded the vehicle odometer reading upon leaving each jurisdiction and have attached all required receipts.

458-F
Rev. 9/97

Date: _____

AGREEMENT TERMS AND CONDITIONS

WHEREAS, LESSEE is a Motor Carrier engaged in the transportation of property in interstate commerce and whereas Lessor is the owner of the motor vehicle equipment as described on the reverse side or is a Lessee thereof with right of release to Lessee herein and desires to lease and hire said motor vehicle equipment to Lessee for the purpose of transporting freight thereon over the routes of Lessee in accordance with the Terms and Conditions of this Agreement. Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. Lessor does hereby lease to Lessee the motor vehicle equipment as described on reverse side hereof.
2. It is understood that exclusive possession, control, use and responsibility for the operation of the equipment (including full responsibility to the public, the shippers, and all regulatory agencies having jurisdiction) shall be that of the Lessee from the time the Lessee takes possession of the equipment. The Lessee shall issue the Lessor at that time a receipt specifically identifying the equipment to be leased and the date and time of day possession is transferred. The Lessee's exclusive possession, control, use and responsibility for the operation of the equipment shall last until:
 - (A) possession of the equipment is surrendered to the Lessor and the Lessor issues a receipt to the Lessee specifically identifying the equipment, date and time of day possession was returned to it; or
 - (B) until possession of the equipment is returned to the Lessor or given to another carrier in an interchange agreement where such is contemplated. Such receipts may be signed by the Lessor and Lessee or their authorized representatives and a copy thereof shall be carried in the equipment while the equipment is in the possession of the Lessee.
3. Lessee hereby agrees to pay Lessor compensation for the use of said motor vehicle and the transportation services performed as outlined on the reverse side hereof.
4. Lessee agrees to provide the Lessor whose compensation is based on a percentage of gross revenue, before or after taxes, a copy of the rated freight bill, computer generated document or in the case of a contract carrier another form of documentation that contains the same information. Furthermore, the Lessor has the right to examine the Lessee's tariff, regardless of the method of compensation.
5. Lessor agrees that he will at all times, during the existence of this agreement, have said motor vehicle in good condition and repair. In addition, the Lessor agrees to pay for all fuel, fuel and mileage taxes (including New York Mileage Tax), tolls, permits of all types, tolls, permits, and base plates and licenses (unused portions shall remain with Lessor). The Lessee is authorized to receive a refund or a credit for base plates purchased by the Lessor from the Department of Transportation, if the base plates are authorized to be sold by the Lessee to another Lessor, the Lessee shall be required to give the Lessor on whose behalf the base plate was first obtained a prorated share of the amount received.
6. Lessee further agrees that having assumed exclusive possession, control, use and responsibility for the operation of the equipment during the period of the lease, Lessee will comply with all laws, rules and regulations of the Federal Highway Administration, Department of Transportation or any other authority or agency having jurisdiction over the operations of motor vehicles, individual state or Federal. Lessee agrees to maintain this equipment in accordance with the requirements of 49 C.F.R. § 387.11 (e).
7. Lessor agrees that it will not be liable for any and all pilferage, spoilage, shortage, loss or damage to cargo, or for fines resulting from violation of any applicable Federal, state or municipal law or regulation which occur as a result of the negligence or alleged negligence of Lessee, its agents, servants or employees, provided that Lessee furnishes to Lessor, before any such deductions are made, a written explanation and itemization of the deductions computed. Except when the violation results from the acts or omissions of the Lessor, the Lessee shall be responsible for the hire and costs of time for overweight and oversize trailers when the trailers are pre-loaded, and when the load is not properly secured on the trailer or loading is otherwise outside of the Lessor's control, and for improperly packed, unbalanced and unsecured loads and shall reimburse the Lessor for any fines paid by the Lessor.
8. Lessee agrees to provide all identification of equipment required by all government agencies. Lessor agrees to display on both sides of the equipment, as required by its own power, either alone or in combination, all such identification according to standards set by the Department of Transportation. Those standards include, but are not necessarily limited to, the display of the name of the Lessee, the name of the operating authority, the vehicle(s) being operated and the certificate, permit, or docket number assigned to such operating authority by the Federal Highway Administration, or any other number, name, or identifying device required by any other government agency. Such display of name and number shall be in letters and figures in sharp color contrast to the background and shall be readily legible during daylight hours at a distance of 50 feet while the vehicle is not in motion. Such display shall be kept in such manner as to remain so legible. This may be accomplished through use of a movable device.
9. Lessee further agrees that this lease shall terminate at destination stated, and that Lessee will remove all signs, indications, or other evidence of name and certificate numbers belonging to Lessee before surrendering possession of equipment to Lessor. Lessor, however, agrees to assist the Lessee by removing for him all such identification and returning the same to the Lessee, or to collaborate fully and immediately all such identification upon termination of this agreement. In case of lost or stolen identification devices, a letter certifying its removal, will suffice.
10. Lessee agrees to maintain insurance for the protection of the public in accordance with 49 C.F.R. § 387 Subpart C and 49 U.S.C. § 13806. However, Lessor hereby agrees that it will indemnify and save the Lessee harmless, through deduction or payment, for any and all claims, suits, losses, fines, debts, damages, liabilities, costs, or other expenses arising out of, based upon, or incurred because of injury to any person or persons or damage to property sustained or which may be alleged to have been sustained as a result of the use of the equipment leased hereby during the term of the lease by reason of any negligence or alleged negligence on the part of the Lessor, its agents, servants, or employees. Lessor further agrees to furnish Lessee a certificate of insurance naming Lessee as additional insured. Lessor agrees to obtain at his own expense bobtail and deadhead insurance. Insofar as damage to property is concerned, Lessee shall furnish to Lessor a written explanation and itemization of the deductions computed before such deductions are made. Nothing contained in this Paragraph 10 shall be construed to in anyway limit the liability of the Lessee to the public in connection with the use of said equipment under this lease.
11. Lessee agrees that the Lessor is not required to purchase or rent any product, equipment, or services from the Lessee as a condition of this agreement.
12. Lessor retains the status of an independent contractor to the Lessee Named, and Lessor further agrees to be responsible for and provide workers compensation coverage for all drivers furnished to Lessee.

(Rev. 2-68)

STANDARD TRIP LEASE

(49 C.F.R. PART 376)

From (Date) _____ To (Date) _____
This agreement is between (Name of Lessee) _____ MOE _____
Address _____ City _____ State _____ Zip _____ Phone _____
hereinafter called the LESSEE, carrier engaged in the business of transporting property by motor vehicle, AND
(Owner-Lessor's Name) _____ Soc. Sec./Fed. ID# _____
Address _____ City _____ State _____ Zip _____ Phone _____
hereinafter called the LESSOR, being the owner of or Lessee with right of release to Lessee herein, the equipment identified below.

EQUIPMENT IDENTIFICATION

EQUIPMENT	MAKE	YEAR	MODEL	SIGNAL NUMBER	UNIT NUMBER	LICENSE NO.	STATE	YEAR
TRACTOR								
TRAILER								
TRAILER								

COMPENSATION AGREEMENT

For and in consideration of the sum of \$ _____, or _____ % of gross revenue, or \$ _____ (cents/load or mile),
It is hereby agreed that the Lessor shall lease the vehicles identified below to Lessee for use in loading and transporting property as Lessee may
require for the time period specified and under the terms and conditions set forth below and on the reverse side of this form which are a part hereof
the same as if written below. Payment of said compensation is due and payable to Lessor within 15 days after completion of necessary delivery
documents, Lessee identification device, and other paperwork concerning trip in the service of Lessee. Such delivery documents and paperwork shall
consist of log books required by the D.O.T. and those documents, listed as follows, necessary for the authorized carrier to secure payment from the
shipper.

The _____ shall be responsible for loading & unloading the property onto and from the motor vehicle. Compensation, if any,
to be paid for this service is \$ _____

In addition, the Lessee agrees to pay Lessor _____ % of all detentions in excess of _____ service charge.

REPORT OF PHYSICAL INSPECTION

Indicate in the proper column the result of the inspection of each item.

ITEM	OK	NOT OK	DESCRIPTION OF DEFECT	ITEM	OK	NOT OK	DESCRIPTION OF DEFECT
Body				Spring			
Brakes				Steering			
Cooling System				Tires			
Drive Line				Wheels			
Elect. Equip.				Windshield			
Engine				Wipers			
Exhaust							

Any other items requiring attention:
I hereby certify that _____ day of _____, 19____ I carefully inspected the equipment described above and that this is a true
and correct report of the result of such inspection. X (Inspector's Signature)

STATEMENT OF SERVICE CERTIFICATION (49 C.F.R. Sec. 395.8(j))

Driver No. 1 _____ Driver No. 2 _____
Address _____ Address _____
Physical Date _____ Soc. Sec. No. _____ Physical Date _____ Soc. Sec. No. _____
Commercial Motor Vehicle Operator's Lic. No. _____ Commercial Motor Vehicle Operator's Lic. No. _____
This is to certify that my total on-duty hours for the preceding 7 days were _____ hours.
My last hour of duty terminated at: _____ A.M. _____ P.M. Date _____
X _____ (DRIVER-LESSOR SIGNATURE) X _____ (DRIVER-LESSOR SIGNATURE)

TRIP REPORT

SHIPPER	ORIGIN	CONSIGNEE	DESTINATION	WEIGHT	PRQ. NO.

END-OF-TRIP REPORT Date _____ A.M. _____ P.M. DID YOU HAVE: An Accident? _____ A Road Failure? _____ Road Repair? _____ WAS ANY CARGO: Stolen? _____ Damaged? _____ Short? _____ WERE YOU DELAYED: _____ If yes, how long _____ and for what reason? _____	SETTLEMENT Trip Revenue \$ _____ Total Revenue \$ _____ Less Advance \$ _____ Cargo Claims \$ _____ Net Settlement \$ _____	RECEIPT FOR EQUIPMENT Carrier-Lessor hereby accepts release of above equipment on _____ A.M. _____ P.M. by X _____ RELEASE OF EQUIPMENT Final Destination _____ A.M. _____ P.M. Signed X _____ Release signature will constitute a complete release of said equipment.
---	---	--

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE
EXECUTED THIS AGREEMENT AT _____

Signature of Lessor X _____

Signature of Lessee X _____

AGREEMENT TERMS AND CONDITIONS

WHEREAS, LESSEE is a Motor Carrier engaged in the transportation of property in interstate commerce and whereas Lessor is the owner of the motor vehicle equipment as described on the reverse side or is a Lessee thereof with right of release to Lessee herein and desires to lease and hire said motor vehicle equipment to Lessee for the purpose of transporting freight thereon over the routes of Lessee in accordance with the Terms and Conditions of this Agreement. Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. Lessor does hereby lease to Lessee the motor vehicle equipment as described on reverse side hereof.
2. It is understood that exclusive possession, control, use and responsibility for the operation of the equipment (including full responsibility to the public, the shippers, and all regulatory agencies having jurisdiction) shall be that of the Lessee from the time the Lessee takes possession of the equipment. The Lessee shall issue the Lessor at that time a receipt specifically identifying the equipment to be leased and the date and time of day possession is transferred. The Lessee's exclusive possession, control, use and responsibility for the operation of the equipment shall last until:
 - (A) possession of the equipment is surrendered to the Lessor and the Lessor issues a receipt to the Lessee specifically identifying the equipment, date and time of day possession was returned to it; or
 - (B) until possession of the equipment is returned to the Lessor or given to another carrier in an interchange of equipment where such is contemplated. Such receipts may be signed by the Lessor and Lessee or their authorized representatives and a copy thereof shall be carried in the equipment while the equipment is in the possession of the Lessee.
3. Lessee hereby agrees to pay Lessor compensation for the use of said motor vehicle and the transportation thereon as outlined on the reverse side hereof.
4. Lessee agrees to provide the Lessor whose compensation is based on a percentage of gross revenue, before or after payment, a copy of the rated freight bill, computer generated document, or in the case of a contract carrier another form of documentation that contains the same information. Furthermore, the Lessor has the right to examine Lessee's tariff, regarding the method of compensation.
5. Lessor agrees that he will at all times, during the existence of this agreement, maintain said motor vehicle in good condition and repair. In addition, the Lessor agrees to pay for all fuel, fuel and mileage taxes (including New York Mileage Tax), empty mileage, permits of all types, tolls, ferries, and base plates and licenses (unused portions shall remain with the Lessor). Lessee is authorized to receive a refund or a credit for base plates purchased by the Lessor, from, and in the name of, the Lessor or if the base plates are authorized to be sold by the Lessee to another Lessor, the Lessee shall refund to the Lessor on whose behalf the base plate was first obtained a prorated share of the amount received.
6. Lessee further agrees that having assumed exclusive possession, control, use and responsibility for the operation of the equipment during the period of the lease, Lessee will comply with all laws, rules and regulations of the Federal Highway Administration, Department of Transportation or any other authority or agency having jurisdiction over the operations of motor vehicles, individual state or Federal. Lessee agrees to maintain this equipment in compliance with all times during the lease term, or alternatively, maintain on the equipment the requisite identification stated in 49 C.F.R. § 387.11 (c).
7. Lessor agrees that it will indemnify Lessee through deduction or payment for any and all pilferage, spoilage, shortage, loss or damage to cargo, or for fines resulting from violation of any applicable federal, state or municipal law or regulation which occur as a result of the negligence or alleged negligence of Lessor, its agents, servants or employees, provided that Lessee furnishes to Lessor, before any such deductions are made, a written explanation and itemization of the deductions computed. Except when the violation results from the acts or omissions of the Lessor, Lessee shall reimburse the Lessor for the costs of fines for overweight and oversize trailers when the trailers are pre-loaded, or for the loss or cost of a trailer when the trailer or loading is otherwise outside of the Lessor's control, and for improperly dimensioned or overweight loads and shall reimburse the Lessor for any fines paid by the Lessor.
8. Lessee agrees to provide identification of equipment required by all government agencies. Lessor agrees to display on both sides of the motor vehicle, under its own power, either alone or in combination, all such identification according to standards set by the Federal Highway Administration and the States. Those standards include, but are not necessarily limited to, the display of the name of the Lessee under whose authority the vehicle(s) is being operated and the certificate, permit, or docket number assigned to such operating authority by the Federal Highway Administration, or any other number, name, or identifying device required by any other government agency. Such display of name and number shall be in letters and figures in sharp color contrast to the background and shall be readily legible during daylight hours from a distance of 50 feet while the vehicle is not in motion. Such display shall be kept in such manner as to remain so legible. This display may be accomplished through use of a movable device.
9. Lessee further agrees that this lease shall terminate at destination stated, and that Lessee will remove all signs, indications, or other evidence of name and certificate numbers belonging to Lessee before surrendering possession of equipment to Lessor. Lessor, however, agrees to assist the Lessee by removing for him all such identification and returning the same to the Lessee, or to obliterate fully and immediately all such identification upon termination of this agreement. In case of lost or stolen identification devices, a letter certifying its removal, will suffice.
10. Lessee agrees to maintain insurance for the protection of the public in accordance with 49 C.F.R. § 387 Subpart C and 49 U.S.C. § 13906. However, Lessor hereby agrees that it will indemnify and save the Lessee harmless, through deduction or payment, for any and all claims, suits, losses, fines, thefts, damages, liabilities, costs, or other expenses arising out of, based upon, or incurred because of injury to any person or persons or damage to property sustained or which may be alleged to have been sustained as a result of the use of the equipment leased hereby during the term of the lease by reason of any negligence or alleged negligence on the part of the Lessor, its agents, servants, or employees. Lessor further agrees to furnish Lessee a certificate of insurance naming Lessee as additional insured. Lessor agrees to obtain at his own expense bobtail and deadhead insurance. Insofar as damage to property is concerned, Lessee shall furnish to Lessor a written explanation and itemization of the deductions computed before such deductions are made. Nothing contained in this Paragraph 10 shall be construed to in anyway limit the liability of the Lessee to the public in connection with the use of said equipment under this lease.
11. Lessee agrees that the Lessor is not required to purchase or rent any product, equipment, or services from the Lessee as a condition of this agreement.
12. Lessor retains the status of an independent contractor to the Lessee Named, and Lessor further agrees to be responsible for and provide workers compensation coverage for all drivers furnished to Lessee.

MASTER LEASE AGREEMENT

(49 C.F.R. PART 376)

From _____ To _____ (Date) _____ MC# _____
 This agreement is between (Name) _____ (Date) _____ (Lessor) _____
 Address _____ City _____ State _____ Zip _____ Phone _____
 hereinafter called the LESSEE, a carrier engaged in the business of transporting property by motor vehicle. AND
 (Owner-Lessor's Name) _____ Soc. Sec./Fed. ID# _____
 Address _____ City _____ State _____ Zip _____ Phone _____
 hereinafter called the LESSOR, being the owner of or Lessee with right of release to Lessee herein, the equipment identified below _____

EQUIPMENT IDENTIFICATION

[illegible]

COMPENSATION AGREEMENT

For and in consideration of the sum of \$ _____, % of gross revenue, or \$ _____ (cents/owt; cents/loaded mile), it is hereby agreed that the Lessor hereby grants to the Lessee the various identified below to Lessee for use in loading and transporting such property as Lessee may require for the time period specified under the terms and conditions set forth below and on the reverse side hereof which are made a part hereof of the contract if written below. Payment of said compensation is due and payable to Lessor within 15 days after submission of necessary delivery documents. Lessee shall be responsible for all other paperwork concerning trip in the service of Lessee. Such delivery documents and paperwork shall consist of the following: Bill of Lading, Receipt, and those documents, listed as follows, necessary for the authorized carrier to secure payment from the shipper:

In addition, the Lessee agrees to pay Lessor _____ % of all detention and accessorial service charges.

REMINDER TO LESSEE: Motor carriers are required to use drivers who are qualified under the safety regulations at 49 CFR Sacs. 391.53 and 391.65. Also, Section 395.5(X)(2) requires a motor carrier who uses a driver intermittently to obtain from that driver a signed statement giving the total time on duty during the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor carrier.

SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE
EXECUTED THIS AGREEMENT AT

Signature of Lessor X

Signature of Lessee X



HOMES • APARTMENTS • OFFICES • ETC.

07-25-03

To: ~~David Butler~~ with the Public Service Commission
From: Kim Swanson with Apartment Movers etc. DBA Carl's Inc. 109G
Oak Wood Dr Lexington, SC 29073 Certificate #9668A

Please except this letter with the Application for a Class E certificate (HHG) requesting authority in Richland, Lexington, Kershaw, Calhoun & Newberry counties from Tegra LLC Certificate #9716.

Apartment Movers etc. DBA Carl's Inc.: with State Wide Authority Class E (HHG) certificate # 9668A wishes to amend our certificate to help expedite the Commissions approval of Trega's application. We are selling the assets with a non-compete agreement of our franchise serving Columbia and the surrounding counties. Amending our certificate to exclude the five counties will eliminate any conflict of interests. The public at large will not be affected in any way by the change as both Trega LLC and Carl's Inc. have been doing business as Apartment Movers etc. franchises and have authority to do so by the commission. We pray the commission will approve the application from Trega Inc. and extend their authority to include the five counties listed above. We plan on closing the Asset Sale on August the 14th. We request the commission's approval as soon as possible. The commission has approved our name and address change but the insurance company has not completed their paper work. We are all insured with the same company and our renewal date is August 14. Our insurance will be filed at that time under our new name of K&K Investments Inc. at 403G Miller Rd. Greenville, SC 29607. Our new certificate could be issued excluding the territory at that time, if you all see fit to approve the Trega application.

Sincerely,

A handwritten signature in black ink, appearing to read "K Swanson", is written over a horizontal line.

Kim Swanson
President Carl's Inc.

Guaranteed Lowest Move Price's

P.O. Box 80547 • Charleston, SC 29416-0547
Phone: (843) 573-0350 • (800) 847-2861 • Fax: (843) 573-0350



HOMES • APARTMENTS • OFFICES • ETC.

Dear George Parker,

I just received a hearing notice from Gary Walsh for September 6 Th docket 2001-261-T. Please tell me this is a mistake! The scheduled hearing was August 23rd. Our buyer is very upset at the length of time this is taking. There has got to be something we can do to expedite the sale of an existing business. The law has to provide an exclusion of some kind allowing for a transfer of ownership to proceed. This is taking away from his lively hood, people can't go this long without an income. We have another person looking at our Columbia office. I know they could not afford to be without income for this long. I understand that after the hearing we still have to wait possibly another month or two. This isn't right you are preventing me from selling an existing business. And I will say one of impeccable standards we have always followed all PSC rules. Unlike almost every Household Goods Movers in SC who make up and follow their own set of rules. Look how crazy Allegiance Movers is advertising in the phone book, renting Budget Trucks daily right down the road from us . Renting Storage units and storing customer's goods, charging what ever they want. How does it make sense to stop me from trying to serve the consumer better by getting people to take over my existing locations?
I'm very frustrated please call.

Sincerely,

**Swanson 8/9/01*

Kim Swanson

We move it all Big or Small

4048 Ashley Phosphate Rd. North Charleston, SC 29418
Phone: (843) 767-0073 • (800) 847-2861 • Fax: (843) 767-3834



HOMES • APARTMENTS • OFFICES • ETC.

6/11/01

Dear George Parker,

What can I do to get the
Hearing date moved up. Sept. 27th
is nearly 4 months. I will probably
lose the sale this person wants to
buy a business now. How can I appeal
to the Commission to move the date up.
I need to make this sale work.
Let me know.

Thanks for Your Help

Kami
Swanson

We move it all Big or Small

4048 Ashley Phosphate Rd. North Charleston, SC 29418
Phone: (843) 767-0073 • (800) 847-2861 • Fax: (843) 767-3834

843-769-3834

**PUBLIC SERVICE
COMMISSION OF
SOUTH CAROLINA**

Fax

To: <u>Kim Swanson</u>	From: <u>Gary Parker</u>
Fax: _____	Pages: _____
Phone: _____	Date: _____
Re: _____	CC: _____
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input checked="" type="checkbox"/> Please Recycle	

Kim,

I found you a Tentative Hearing
Date of August 23rd @ 2:30. This
means you have 1 wk from today to
have the Application correctly submitted
& the Notice of filing mailed out. The
Application you submitted DOES NOT Have Rate
Filing

11/11

AME Apartment Movers Etc.

Mr. George Parker,

This is Apartment Movers Etc. South Carolina Tariff.

This formula equates to \$65.00 per hour. The consumer pays only for what they move, and is not responsible for slow workers or environmental conditions that may increase job time. We are able to give customers a price over the phone based on the information they have given to us. The price will not change unless the information changes and then the difference is easily calculated. This formula is only available to our employees and is copyrighted.

I trust this is all you need. Please call if you have any questions. Thank you.

Sincerely,

K. Swanson 2/14/96
President

Kim Carl Swanson
President Carls Inc.

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

IN RE:

Request for Investigation of K&K)
Investments, Inc., d/b/a Apartment Movers,)
Etc. and America's Best Moving System by)
the Office of Regulatory Staff)
_____)

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day one (1) copy of the late filed hearing Exhibit #6 as indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

PARTIES SERVED:

John J. Pringle, Jr., Esquire
Ellis Lawhorne & Sims, PA
P. O. Box 2285
Columbia, SC 29202

Wendy Cartledge, Esquire
Office of Regulatory Staff
1441 Main Street, Ste. 300
Columbia, SC 29201

RECEIVED
2006 FEB -2 PM 4:00
SC PUBLIC SERVICE
COMMISSION



Marcia W. Walters, Legal Assistant

Columbia, South Carolina

January 27, 2006